BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - DEVELOPMENT OF ROADS AND DRAINS AT VENKATALA, KENCHENAHALLI, NAGENAHALLI, HAROHALLI VILLAGE AND DRILLING OF BOREWELLS AND PROVIDING PIPELINE AT SC/ST AREA IN WARD NO.01 & 02 OF YELAHANKA DIVISION (PACKAGE NO-08)

Estimate Cost: 500.00 Lakhs

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/05/ 2020-21

Office of the Executive Engineer
Yelahanka division, Bangalore – 560064
Dated : **02-9-2020**

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)
(Through **GOK e–Procurement Portal** only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-3 and KW-4.**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee issued by Nationalized / Scheduled Bank and shall have to be valid for 180 days beyond the validity of the tender)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **19-09-2020** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Est. Cost	EMD (Rs. in Lakhs)	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
1	Construction of additional class rooms and compound wall at Govt. Higher primary school (Bangala school) at Yelahanka old town in Kempegowda ward no:01	300.00	4.50	As per e-Procurement Portal	09 Months (including monsoon)
2	Development of roads and drains at Maruthinagara 4th main and cross roads Basaveshwaranagara and Shivanahalli surrounding areas in ward no:01 of Yelahanka division (Package no-7)	400.00	6.00	As per e-Procurement Portal	06 Months (including monsoon)

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3	Improvements to roads and drains at Kalli bhavi road and surrounding areas in ward no:01 of Yelahanka sub division	100.00	2.00	As per e-Procurement Portal	03 Months
4	Developments of roads and drains at Venkatala, Kenchenahalli, Nagenahalli, Harohalli village and Drilling of borewells and providing pipe line at SC/ST areas in ward no:01 and 02 of Yelahanka Division (Package no:08)	500.00	7.50	As per e-Procurement Portal	06 Months (including monsoon)
5	Comprehensive development of Chowdeshwari layout and surrounding areas in Chowdeshwari ward no:02	100.00	2.00	As per e-Procurement Portal	03 Months
6	Providing energy efficient LED Street lights Control Switches and wire to Main roads and around Chowdeshwari ward no:02	75.00	1.50	As per e-Procurement Portal	03 Months
7	Improvements to roads and drains at SC/ST areas in ward no:02 of Yelahanka sub division	100.00	2.00	As per e-Procurement Portal	03 Months
8	Improvements to Asphalting to roads and drains at Best county , Ambabhvaninagara , Ambabhavani layout , Prakruthi layout and surrounding areas in Attur ward no:03 of Yelahanka division (Package-06)	600.00	9.00	As per e-Procurement Portal	06 Months (including monsoon)
9	Providing energy efficient LED Street lights Control Switches and wire to Main roads and around Attur ward no:03	125.00	1.875	As per e-Procurement Portal	03 Months
10	Improvements to roads and drains at Vishwanagara in ward no:03 of Yelahanka Satellite town sub division	100.00	2.00	As per e-Procurement Portal	03 Months
11	Improvements to roads and drains at Bettahalli Colony in ward no:03 of Yelahanka satellite town sub division	100.00	2.00	As per e-Procurement Portal	03 Months
12	Construction of CC roads in 4th phase and surrounding areas in ward no-3	100.00	2.00	As per e-Procurement Portal	03 Months
13	Developments of roads and drains at Attur, Ananthapura, 3rd phase Sanitary core areas and Drilling of borewells and providing pipe line at SC/ST areas in ward no:03 and 04 of Yelahanka Division (Package no:09)	500.00	7.50	As per e-Procurement Portal	06 Months (including monsoon)
14	Providing multi colour shade lights at parks in ward no:03 and 04 of Yelahanka satellite town sub division	75.00	1.50	As per e-Procurement Portal	03 Months
15	Improvements to roads and drains at GKVK layout and Narayanappa layout in ward no:04	99.99	2.00	As per e-Procurement Portal	03 Months

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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 **The Executive Engineer, Yelahanka Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

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3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Where **Assessed available tender capacity = (A*N*1.5 - B)**

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to* **2019-2020** *price level)* taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which tenders are invited.
B = Value, at **2019-2020** price level, of existing commitments and on-going works to be completed during the next **06 months**

Note: ***The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer In charge, not below the rank of an Executive Engineer or equivalent.***

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification

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pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend on **21-09-2020 at 16.00 hours** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.[4]

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2, (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[5]

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 Envelopes marked "**MODIFICATION FOR SECOND COVER**" shall be opened and the submissions therein read out in appropriate detail.

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has

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[4] **Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.**

[5] The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any case not more than 45 days {In exceptional cases, approval of the Secretary to the Government of the concerned Department/Managing Director of the Corporation shall be obtained where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be re-invited.

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SECTION 5: CONDITIONS OF CONTRACT

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21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

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41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments: Refer Section 6: Contract Data

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built" (*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) The Contractor does not maintain a security which is required;

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Milestone 1 i.e Financial Progress for Rs.1.44 Crores within 02 Months from the date of work order (33%)
Milestone 2 i.e Financial Progress for Rs.2.88 Crores within 04 Months from the date of work order (66%)

Milestone 3 i.e Financial Progress for Rs.4.35 Crores within 06 Months from the date of work order (100%)

The Site Possession Date is:[13] **Date of work order** [21]

The Site is located at **Yelahanka Division Limits** and is defined in drawings [1.1]

The Defects Liability Period is **3 Years** for roads asphalted with both BM/DBM and BC [14]. [31]
The Defects Liability Period is **1 Year** for roads asphalted with only BC [15].
The Defects Liability Period is **1 Year** for civil works

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance[16]
(i)	Works of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[17]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula;[18]

R= Value of work as defined in Clause 40.1 of Conditions of Contract. [40]

Adjustment for labour component;

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula.

$V_L = 0.85 \times P_L / 100 \times R \times (L_c - L_o) / L_o$ Where,

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;

L_o = The average consumer price index[19] for industrial workers for Bangalore Centre for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;

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[13] At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'
[14] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)
[15] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)
[16] Employer to specify as per requirement. Exclusions if any should also be specified.
[17] Specify an appropriate figure. For normal works it could be Rs.20 lakhs to cover 4 persons @Rs.5 lakhs each.
[18] The Formula has some normal components. It should be changed if need be to suit the nature of the work.
[19] The Index numbers are available in the web site *http://labourbureau.nic.in/indtab.html*

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The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **Rs 1,00,000/-**

(The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.) [48]

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's Additional cost for completing the Works shall be 30 percent (30%) . [50.1]

(Change if need be. It should be sufficient to get the balance of works completed by alternative agency.)

SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

SECTION 8: DRAWINGS
(Enclosed)

SECTION 9: BILL OF QUANTITIES

BRUHAT BENGALURU MAHANAGARA PALIKE

YELAHANKA DIVISION

SCHEDULE B

NAME OF WORK : DEVELOPMENT OF ROADS AND DRAINS AT VENKATALA, KENCHENAHALLI, NAGENAHALLI, HAROHALLI VILLAGE AND DRILLING OF BOREWELLS AND PROVIDING PIPELINE AT SC/ST AREA IN WARD NO.01 & 02 OF YELAHANKA DIVISION (PACKAGE NO-08)

Sl No	Description of Item	Unit	Quantity	Rate (in Figures)	Rate (in Words)
1	KSRRB 300 - Excavation for road, drains and similar works - KSRRB 300-1. Earthwork excavation by manual means in ordinary soil involving an average horizontal throw upto 2 meters and an average lift upto 0.5 m, excavated surface leveled and sides neatly dressed, the disposed earth to be leveled neatly after breaking of clods complete as per specifications. MORTH Chapter 3	Cum	1296.33		
2	KSRRB M300-19. Removal of unserviceable soil including excavation, loading and disposal but excluding replacement by suitable soil which shall be paid separately as per clause 300.5 complete as per specifications. MORTH Specification No. 301	Cum	1997.10		
3	KSRRB M200-24. Dismantling of cement concrete pavement by mechanical means using pneumatic tools, breaking to pieces not exceeding 0.02 cum in volume and stock piling at designated locations and disposal of dismantled materials stacking serviceable and unserviceable materials seperately complete as per specifications. MORTH	Cum	1033.31		

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	to 16 sqmm (P.No.41 It.No.6.5)				
45	Digging of trench of 0.6m deep x 0.50 mtr wide refilling the trench to the required ground level and consolidating etc., complete.(As per Civil SR KSRB I-2, P-7) Asphalt cutting (P.No.41 It.No.6.6.4)	Mtr	60.00		
46	Supplying and fixing of class A (medium duty) GI pipe of wall thickness not less than 3.25mm on pole/wall/drain crossing with necessary clamping arrangements for UG cable of 1.1 KV.(P.No.41 It.No.6.9)40mm	Mtr	16.00		
47	Supplying and fixing L.T. cast Iron pot heads suitable for 1.1 KV class UG cable filled with necessary bitumen/insulating compound complete with terminals, clamps, bolts, nuts and washers etc. (P.No.42 It.No.6.10.2)16Sqmm	No	4.00		
48	Supplying, fixing, wiring, earth electrode for grounding conduits, I.C. cutouts and other equipment's on the meter board using 40mm dia 2.90mm thick GI pipe 2.5 mtr long buried in a pit ... The pit should be filled with equal proportion of salt and charcoal 150mm all-round the pipe to complete depth. The connection from the pipe to the conduit etc., is to be established through GI wire of size as per ISI specification 7.3.3. of IS 732 using 12mm dia bolts, nuts, washers and check nuts etc., the pipe shall have 16 through holes of 12 mm dia (P.No.40 It.No.6.1)	No	4.00		
49	Supplying & fixing of Porcelain fuse channel with cut out on existing wooden/panel using necessary nuts, bolts and washers.32 Amps (P.No.25 It.No.5.7.2)	No	8.00		
50	Supplying and fixing miniature circuit breakers on existing MCB distribution boards using necessary fixing materials and 'C' Type curve, indicator ON/OFF, energy cross-3 with Short circuit breaking capacity of 10K and complete wiring as required confirming to IEC 60898. (P.No.27 It.No.5.17.7)	No	4.00		
51	Fabricating supplying and mounting MS box made out 16SWG suitable for floor / wall mounting, fully weather proof with provision for better heat dissipation, provided with hinged front cover, equipped with tamper proof locking arrangements, with suitable size clamps with necessary cable entry pipe with gland and box should be finished with 7tanks treatment with powder coated paint and finally finished with approved colour etc., complete. (P.No.31 It.No.5.42.2)	Sq.Cm	86400		

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	complete as per specification (P.No.6 I.No.2.11)				
58	KSRB 13.6.3-6 : Providing and fixing in position brass gate valve with C.I wheel of approved quality (screwed end) 65mm nominal bore including cost of all materials, labour and HOM of equipments with all leads complete as per specifications. Specification No. KBS 13.2.6/13.3 P.No.94 / It.No.13.38 PWD SR 2018-19	Each	10.00		
59	Bescom Charges	Each	4		

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).
(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 2
(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]
(5) GST will be paid separately to the Tendered Amount

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ..... *[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [38] _Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[39] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you

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[38] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[39] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV